

2012 - 105 T

### "Your Neighborhood Movers" www.allmysons.com

March 2, 2012

Public Service Commission of South Carolina 101 Executive Center Drive, Suite 100 Columbia, South Carolina 29210

Re: Application For Certificate Of Public Convenience and Necessity For Operation of Motor Vehicle Carrier for All My Sons Moving & Storage of Charleston, Inc.

To whom this may concern:

Please find enclosed the application referenced above. Your assistance in this matter is greatly appreciated. Please do not hesitate to call us with any questions at 469-461-5000.

Sincerely

Kerri Strum,

Administrative Assistant

| (Caption of Case)  Example: Application for a Class C Charter Certificate from  John Doe dba Doe's Limo  Application for a Class E  House keld Goods Contacte  House keld Goods Contacte  (Please type or print)  Submitted by: Robert Referson President | BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  TRANSPORTATION COVER SHEET  DOCKET NUMBER: 20/2 - 105 - 7  If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.  Telephone: |
|---|---|
| Address: 1382, D. plonat Dr.  | Fax: 469.461.5005   |
| Farmers Branch TJ 75234   | Other:  |
|   | Email: UPETENSON @ all My Sons Com  |
| as required by law. This form is required for use by the Public Service of the filled out completely.  NATURE OF ACTION   |   |
| Application - Class A/A Restricted  | Request for Name Change on Certificate  |
| Application - Class C Taxi  | Request to Amend Scope of Authority   |
| Application - Class C Charter   | Request to Amend Tariff (rate increase, etc.)   |
| Application - Class C Charter Bus   | Request to Amend Passenger Limit  |
| Application - Class C Non-Emergency   | Request   |
| Application - Class C Stretcher Van   | Exhibit   |
| Application - Class E Household Goods   | Late-Filed Exhibit  |
| Application - Class E Hazardous Waste   | Letter  |
| Application   | Proposed Order  |
| Request for Extension to Comply with Order  | Publisher's Affidavit   |
| Request for Order Granting Authority to Obtain a Certificate  | Reservation Letter  |
| of Public Convenience and Necessity to be Rescinded   | Response  |
| Request for Cancellation of Certificate   | Return to Petition  |
| Request for Suspension  | Other:  |
| Request for Reinstatement   |   |

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

go

#### PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

101 Executive Center Drive, Suite 100 Columbia, South Carolina 29210

(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100

FAX: (803) 896-5199

# APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER

| Select Class: (Check one)   | Date:  |  |
|---|--|--|
| E (HHG) - Household Goods   |  |  |
| ☐ E (HAZ) - Hazardous Material  |  | THE STATE OF THE S |
| <b>IMPORTANT!</b> If application is to amend scope of au before application will be accepted. If application is for | nthority, a current annual report must be a NEW CERTIFICATE, do not submit a | e on file with the Commission annual report.   |
| Check one:  |  |  |
| New Application   |  |  |
| Amended Scope of Authority  |  | 0  |
| Current Scope: Charlester (Our  | by Dorelester County   | Bother Out   |
| Amended Scope:  | 34, 50, 543,700 (000)  | , 50 7,7 6004/   |
| (list counties)   |  |  |
|   |  |  |
|   |  |  |
| $^{ m 1.}$ Name under which business is to be conducted (corpo  |  |  |
| ALL MY SONS MIDUING   | & STORAGE OF ( hort  | esten, Inc   |
|   |  |  |
| Stree   | t Address of Applicant   |  |
| 13831 Deployed Dowe For Mailing Address of Ap   | ivers Brench, TX 25  | 5234   |
| Mailing Address of Ap   | oplicant (if different from street address)                                  |  |
| 469-461-5000<br>Phone   | 46   | 9-461-5005   |
| Phone   | F.A  | ΛX   |
| UPSTERSON OCULTAYSONS. CO   | om .   |  |
| $\iota$   | Email Address  |  |

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

| 3. §<br>[<br>] | Select Entity Type: (Check Individual Owner/Sole Partnership - List name            | ·                                    | aving an interest in the bus                              | iness.  |
|----------------|---|--------------------------------------|---|---|
| ĺ              | ·   | es and addresses of two princ        |   |   |
| •              |   | •                                    | •   | - Brack TX MSJ.   |
| -              | 1 January Robert  | (A: 13/21 ).P.                       | and De Farmer   | Branch, TX 1523<br>Branch, TX 15.                       |
| -              | Cacree Jeggs  |                                      |   |   |
| 4.             | 11/ 1 1   | erate service as follows: (Che       |   |   |
|                | Ø Intrastate Only   | <ul><li>Interstate Only</li></ul>    | ○ Both  |   |
|                | regulations of said state a   |                                      |   |   |
| 6.             | Has applicant been convictive by the rules and regulation other state? (Check one.) | eted of operating with no intrastate | state household goods auth<br>transportation of household | nority or failure to abide I goods in this state or any |
|                | Yes   | ○ No                                 |   |   |
|                | If yes, list dates and natur  | re of convictions below.             |   |   |
| 7.             | Has applicant ever had a cany other state? (Check or                                | pertificate authorizing the trans.)  | sportation of household go                                | ods revoked in this state or                            |
|                | ○ Yes   | () No                                |   |   |
|                |   | ure of revocations below.            |   |   |
|                |   |                                      |   |   |

Charleston

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

#### **BALANCE SHEET**

Balance at Time Application is Filed: Month JAN Year 202 Assets: Cash Receivables Real Estate Buildings and Equipment (Net) Motor Vehicles (Net) Garage Equipment (Net) Machinery and Tools (Net) Supplies on Hand Prepaids and Other Assets \$100,000.00 Total Assets \* **Liabilities and Equity:** Accounts Payable Notes Payable Mortgages Payable **Equipment Obligations** Accrued Salaries and Wages Other Accrued Obligations Other Liabilities **Total Liabilities** Capital Stock **Retained Earnings Total Equity** Total Liabilities and Equity \* can in the Dani

3 of 10

\* Total Assets = Total Liabilities and Equity

#### PROPOSED RATES AND CHARGES FOR SERVICE

Sunday (4 hour min.)

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

Packing/Moving/ Labor Rates (hourly)

| Monday thru Sature  | day (2 hour min.)  | Sunday (4 hour mi                                  | in.)  |                              |  |  |
|---------------------|--|--|---|------------------------------|--|--|
| 2 men - \$120.00    |  | 2 men - \$129.00                                   |   |                              |  |  |
| 3 men - \$159.00    |  |  | 3 men - \$159.00                              |                              |  |  |
| 4 men - \$189.00    |  | 4 men - \$189.00                                   |   |                              |  |  |
| located within 21 m | rip charge of one hour (a<br>iles of the Cincinnati off<br>nnati office) will be char<br>at the carrier's discretion | ice. For moves located<br>ged at the applicable ho | beyond 21 miles, the rourly rate. Discounts n | oungtrip travei              |  |  |
| Second Truck (w     | then a customer request<br>when a customer reques  | s an additional second                             |   | .00 per day<br>.00 per night |  |  |
|                     | e applied or charges wa  |  |   | nal truck charges            |  |  |
| COMMO               | DITIES TO BE T   | RANSPORTED A                                       | ND AREA(S) TO                                 | BE SERVED                    |  |  |
| Commodities to be   | Transported: (Check or   | ne)  |   |                              |  |  |
| Household C         | Goods, as defined in R1  | 03-210(1)  |   |                              |  |  |
| ☐ Hazardous V       | Vastes, as defined in R1   | 03-210(2)  |   |                              |  |  |
| You will only be al | f Authority: Check all clowed to operate in tho end to operate in all cou  | se counties checked be                             | low. You may request                          |                              |  |  |
| Abbeville           | Cherokee   | Florence   | Lee   | Saluda                       |  |  |
| Aiken               | Chester  | Georgetown   | Lexington                                     | Spartanburg                  |  |  |
| Allendale           | Chesterfield   | Greenville   | Marion  | Sumter                       |  |  |
| Anderson            | Clarendon  | Greenwood  | Marlboro                                      | Union                        |  |  |
| Bamberg             | Colleton   | Hampton  | McCormick                                     | Williamsburg                 |  |  |
| Barnwell            | Darlington   | Horry  | Newberry                                      | York                         |  |  |
| Beaufort            | Dillon   | Jasper   | Oconee  |                              |  |  |
| Berkeley            | Dorchester   | Kershaw  | Orangeburg                                    | Statewide                    |  |  |
| Calhoun             | Edgefield  | Lancaster  | Pickens                                       |                              |  |  |
| Charleston          | Fairfield  | Laurens  | Richland                                      |                              |  |  |

### **DESCRIPTION OF EQUIPMENT**

You are **not** required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

| IN The  | blocen (    | JE FUICE | THE THE | 20/2                                  | 74100                                 | -160   |
|---------|-------------|----------|---------|---------------------------------------|---------------------------------------|--------|
| MAKE YI | EAR & MODEL |          | /IN#    |                                       | EMPTY                                 | WEIGHT |
|         |             |          |         |                                       |                                       |        |
|         |             |          |         |                                       |                                       |        |
|         |             |          |         |                                       |                                       |        |
|         |             |          |         |                                       |                                       |        |
|         |             | ***      |         | · · · · · · · · · · · · · · · · · · · |                                       |        |
|         |             |          |         |                                       |                                       |        |
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|         |             |          |         |                                       |                                       |        |
|         |             |          |         |                                       |                                       |        |
|         |             |          |         |                                       | ,                                     |        |
|         |             |          |         |                                       |                                       | ·      |

#### **INSURANCE QUOTE**

This form MUST BE COMPLETED AND SIGNED by an AUTHORIZED INSURANCE COMPANY REPRESENTATIVE. The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

| BLC MY SONIS MOVING & STORAGE  | E OF Charleston Inc  |
|--|--|
| Name of Ar   | plicant  |
| BLC My SOMIT MOVING & STORAGE<br>Name of Ap<br>13821 Diplomat Drive, Farme<br>Address of A   | of Branch, Texas 20034   |
| Address of A   | pplicant   |
| Amount of Premium:   | Limits Quoted: (See Below)   |
| Liability Insurance \$ 1000  | Limits 1,000,000   |
| Cargo Insurance \$ 2000.   | Limits 150,000   |
| * Attach Certificate of Insurance if available.  |  |
| Mame of Insuran  | P  |
| Name of Insuran  | e Company  |
| Joh Roswell St. #240 Home Office Addre   | Marretto GA 30060  |
| Home Office Addre  | ss of Company  |
| I am familiar with the Commission's Rules and Regulations meets the minimum insurance limits prescribed. The insurance South Carolina Department of Insurance to do business in South Carolina Department of Insurance to Department | nce company making this quote is authorized by the   |
| <ul> <li>Form B and Form H Certificates of Insurance are required to be file<br/>minimum limits for Household Goods carriers are listed below:</li> </ul>  | ed with the Office of Regulatory Staff (ORS). The schedule of  |
| Vehicle liability for vehicles less than 10,000 lbs. GVWR  | \$ 500,000   |
| Vehicle liability for vehicles 10,000 lbs. or more GVWR  | \$ 750,000   |
| Cargo - For loss of or damage to property carried on any or  | e motor vehicle \$ 2,500   |
| For loss of or damage to or aggregate of losses or damages<br>any one time and place   | of or to property occurring at \$ 5,000  |
| NOTICE: If you wish to self-insure your motor vehicles for liability and property and 58-23-910. For more information, contact Vickie Coker with the Dep   | damage, you must comply with S.C. Code Ann. Sections 56-9-60 partment of Motor Vehicles at (803) 896-8457. |

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-oredit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurande Division at (803) 737-5712 or on the web at www.woo.state. sc.us/self-insurance.

6 of 10

# Exhibit Fit, Willing, and Able (FWA)

| ALL MY SONS MOUINE & STONAGE OF Charleston, Inc. |               |                                |               |                 |         |              |         |  |    |
|--|---------------|--------------------------------|---------------|-----------------|---------|--------------|---------|--|----|
|  |               |                                | -             | Ŋ               | Vame    |              |         |  |    |
|  | 227           | 76296<br>U.S.D.O               | T No.         |                 |         |              | · · - i | ICC No.  |    |
| 1.   | Does Applic   | ant have a Sa                  | fety Rating f | from the U.S.I  | D.O.T   | ·.?          |         |  |    |
|  | ○ Yes         |                                | O No          |                 |         | /<br>Pending |         | (Submit when received.)  |    |
|  | If Yes        | , indicate ration              | ng below and  | d provide cop   | y.      |              |         | ,  |    |
|  | ○ Sa          | ntisfactory                    |               | Conditional     |         | O Ur         | nsa     | itisfactory  |    |
|  |               | Applicant's d<br>ve (12) month |               | nicles been pla | ices "  | out of serv  | vic     | e" by Transport Police safety officers                                       | in |
| 3.   | Are there cu  | rrently any ou                 | itstanding ju | dgment(s) aga   | ainst t | he Applica   | cant    | t?   |    |
|  | laws that gov |                                | notor carrie  | operations in   |         |              |         | y regulations and workers' compensati<br>and does Applicant agree to operate | on |
|  | √ Yes         |                                | ○ No          |                 |         |              |         |  |    |
|  |               |                                |               |                 |         |              |         | he insurance premium costs associated g current insurance premiums.)         | Į  |
|  | Yes           |                                | ○ No          |                 |         |              |         |  |    |

#### PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA **POST OFFICE DRAWER 11649** COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 26, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 23A, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

Applicant's Signature

STATE OF SOUTH CAROL **COUNTY OF** 

This

**Commission Expires** 

NICOLE DONNELLY Notary Public, State of Texas My Commission Expires January 30, 2013

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:00 AM 02/02/2012
FILED 08:00 AM 02/02/2012
SRV 120115519 - 5103993 FILE

#### CERTIFICATE OF INCORPORATION

#### **OF**

#### ALL MY SONS MOVING & STORAGE OF CHARLESTON, INC.

FIRST: The name of the Corporation is All My Sons Moving & Storage of Charleston, Inc.

SECOND: The address of the registered office of the corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of the Registered Agent at that address is Corporation Service Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:** The total number of shares which the Corporation shall have the authority to issue is Three Thousand (3,000) shares of common stock having a par value of One Cent (\$0.01) per share of which Fifteen Hundred (1,500) shares shall be voting and Fifteen Hundred (1,500) shares shall be non-voting.

**FIFTH:** The Incorporator is Mary Elizabeth M. Browder, Esquire whose mailing address is 1201 N. Orange Street, Suite 400, New Castle County, Wilmington, Delaware 19801.

SIXTH: There shall be no personal liability of a director to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director except as follows: (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) for violations under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of

creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, amend and repeal the Bylaws.

I, THE UNDERSIGNED, being the incorporator, for the purpose of forming a corporation under the laws of the State of Delaware do make, file and record this Certificate of Incorporation, do certify that this Certificate of Incorporation is the act and deed of the corporation and that the facts herein stated are true, and, intending this to be an acknowledgement within the meaning of Section 103 of the Delaware General Corporation Law, have hereto set my hand and seal this 1st day of February, 2012.

BY: Mary Elizabeth M. Browder, Esquire, (SEAL)

**INCORPORATOR** 

# Delaware

PAGE 1

# The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ALL MY SONS MOVING & STORAGE OF CHARLESTON, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF FEBRUARY, A.D. 2012.

5103993 8300

120115519

You may verify this certificate online at corp.delaware.gov/authver.shtml

AUTHENTICATION: 9355056

DATE: 02-09-12

#### **AMS TARIFF NO. 01**

# ALL MY SONS MOVING & STORAGE OF CHARLESTON, INC

**MOTOR FREIGHT TARIFF NO. 01** 

**JOINT AND LOCAL RATES** 

**APPLYING ON** 

**HOUSEHOLD GOODS** 

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA

**HOUSEHOLD GOODS TARIFF** 

**EFFECTIVE** 

**ISSUED BY:** 

ALL MY SONS MOVING & STORAGE OF CHARLESTON, INC.

### All My Sons Moving & Storage Tariff GENERAL RULES AND REGULATIONS

### **TABLE OF CONTENTS**

| RULES & REGULATIONS                     | RULE     | PAGE |
|---|----------|------|
| All control Objection                   | 24       | 12   |
| Alternate Charges                       | 12       | Ω    |
| Articles Liable to Cause Damage         | 13       | ΩΩ   |
| Articles of High or Extraordinary Value | 1∠<br>17 | 11   |
| Attempted Delivery                      | 17<br>1  |      |
| Basis of Weight                         | 4        |      |
| Claims                                  | 19<br>22 | 15   |
| Commodity Description                   | 3Z       |      |
| Complete Article (defined)              | 11       |      |
| Computing Charges                       | 23       | 13   |
| Consolidated Shipments                  | /        | /    |
| Declaration of Value                    | 3        | 4    |
| Disposition of Fractions                | 21       | 12   |
| Expedited Service                       | 5        | 5    |
| Extra Pick-Up or Delivery               | 6        | /    |
| Governing Publications                  | <u>1</u> | 4    |
| Handling of Heavy Articles              | 15       | 10   |
| Hoisting or Lowering                    | 30       | 15   |
| Hourly Rates                            | 22       | 13   |
| Impractical Pick-up or Delivery and     |          |      |
| Auxiliary Services                      | 29       | 14   |
| Inspection of Articles                  | 14       | 10   |
| Liability on Ready to Assemble Furnitu  | re 13a   | 8    |
| Loading and Unloading                   | 8        | 7    |
| Marking and Packing                     | 10       | 8    |
| Minimum Charge                          | 25       | 13   |
| Payments                                | 20       | 12   |
| Property Subject to Uniform HHG B/L     | 2        | 4    |
| Reissued Items or Pages                 | 26       | 13   |
| Re-Weighing and Notification of         |          |      |
| Charge Expense                          | 27       | 13   |
| Rigging Service                         | 31       | 15   |
| Servicing Special Articles              | 28       | 13   |
| Shipments on Tour                       | 18       | 12   |
| Storage-In-Transit                      | 16       | 10   |
| Valuation Charges                       | 9        | 7    |
|   |          |      |

| ADDITIONAL CHARGES   | ITEM | PAGE |
|--|------|------|
| Auxiliary Service  | 155  | 21   |
| Bulky Articles   | 100  | 16   |
| Elevators or Stair Carry Charge  | 170  | 22   |
| Extra Pick-up or Delivery  | 120  | 20   |
| Labor Charges  | 130  | 20   |
| Laden Freezer  | 105  | 19   |
| Long Carry   | 180  | 22   |
| Overtime Labor Charges   | 135  | 20   |
| Overtime Loading and Unloading   | 160  | 21   |
| Packing and Unpacking  | 110  | 19   |
| Piano or Organ Carry   | 140  | 20   |
| Waiting Time   | 150  | 21   |
| Weight Additives   | 100  | 17   |
| Wrapping and/or Metal Banding  | 115  | 19   |
| Widpping and/or Wotal Ballang.   |      |      |
| TRANSPORTATION CHARGES   | ITEM | PAGE |
| THE STATE OF THE S |      |      |
| Rates per Hour   | 300  | 23   |
| Transportation Rate Schedule   |      | 24   |
| Fuel Matrix  | 190  | 25   |

# **ABBREVIATIONS AND REFERENCES**

| Abbreviation or Reference | <u>Explanation</u>                |
|---------------------------|-----------------------------------|
| AAA                       | Automobile Association of America |
| Chg.                      | Charge                            |
| Cu.                       | Cubic                             |
| COD                       | Collect on Delivery               |
| Ft.                       | Foot/Feet                         |
| Incl.                     | Inclusive                         |
| Lb.                       | Pounds                            |
| Min.                      | Minimum                           |
| MF                        | Motor Freight                     |
|                           |                                   |

#### All My Sons Moving & Storage Tariff

#### **General Rules and Regulations**

Governs all sections of this tariff unless otherwise provided within individual sections. Except as otherwise provided herein the rates names in this tariff include one pick-up and loading at point of origin and on delivery and unloading at point of destination.

#### **Rule 1 GOVERNING PUBLICATIONS**

Governed excepted as otherwise provided herein by:

Household Goods Mileage Guide No. 16, supplements thereto or subsequent reissues thereof. Any dispute as to mileage shall be referred to the South Carolina Public Service Commission for determination.

# Rule 2 PROPERTY SUBJECT TO UNIFORM HOUSEHOLD GOODS BILL OF LADING

- a. Unless otherwise provided, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of the Uniform Bill of Lading as attached hereto and made a part hereof is required.
- b. The rates shown herein are reduced rates conditions upon the use of the Uniform Household Goods Bill of Lading, and in lieu thereof to have the carrier transport and property with carrier's liability limited only as provided by common law and by the laws of the United States and the several states insofar as they apply, but subject to the terms and conditions of the Uniform Household Goods Bill of lading insofar as they apply, but subject to the terms and the conditions are not inconsistent with such common carrier's liability; the rate charged therefore will be one hundred (100%) percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation by a released value not exceeding sixty cents (.60)per pound per article. When the consignor elects not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading: "In consideration of the higher rate charges, the property herein described will be carried and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this Bill of Lading insofar as they are not inconsistent with such common carrier's liability.

#### Rule 3 DECLARATION OF VALUE

- Shippers are required to state specifically, in writing, the agreed or declared value of the property.
- b. Valuations shall be declared in accordance with Interstate Commerce Commission released rates under MC-No.02, of January 29, 1936, and stated in cents or dollars and cents per pound per article.
- If shipper declines to declare the value or agree to a released value in writing, the shipment cannot be accepted.
- d. The agreed or declared value shall be deemed to relate to all services undertaken by the carrier for its agents and to each article separately and not to the shipment as a whole, and such agreed and declared value must be entered on the Bill of Lading in the following form:

THE AGREED OR DELCARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATE BY THE SHIPPER TO BE NOT EXCEEDING \$\_\_\_\_\_ PER POUNDS PER ARTICLE.

- Shipper may declare, on specific articles, valuations in excess of value declared on the shipment; and each such article must be described and its excess declared value set forth in space provided on Bill of Lading.
- f. Carrier may provide replacement cost coverage at an additional cost.

#### Rule 4 BASIS OF WEIGHT

- a. The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weigh master or on a certified scale, and when so weighed the gasoline tank on each such vehicle shall be full and the vehicle shall contain all blankets, pads chains, dollies, had trucks, and other equipment needed in the transportation of such shipment. Each carrier shall retain in the vehicle subject to inspection, a weigh master's certificate of weight tickets as each such vehicle showing the tare weight, a date weighed, and a list of such equipment.
- b. After the vehicle has been loaded it shall be weighed, without the crew thereon, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is located at origin or at any point within a radius of ten (10) miles thereof, a constructive weight, based on seven (7) pounds per cubic foot of property loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the Bill of Lading and Freight Bill.
- c. In the transportation of part loads this rule shall apply in all respects except that the gross weight of a vehicle containing one or more part subsequently loaded thereon, and a part load for any one shipper, not exceeding one thousand (1,000) pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.
- d. All tare, gross, actual or constructive weights, shall be properly certified to, by the person or persons who ascertain such weights.

#### Rule 5 EXPEDITED SERVICE

- a. Expedited Service as used herein means tendering delivery of shipment less than five thousand (5,000) pounds on or before a specific date.
- b. Subject to the availability of equipment for the particular service desired, shippers may obtain expedited service on a shipment of less than five thousand (5,000) pounds and transportation charges shall be computed on the basis of five thousand (5,000) pounds and tariff rates applicable to five thousand (5,000) pounds. The carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle refer to paragraph three (3) of this item.

Bill of Lading and Freight Bill to be marked or stamped:

| EXPEDITED SERVICE ORDERED BY SHIPPER |             |
|--------------------------------------|-------------|
| SHIPMENT MOVING AT WEIGHT            | POUNDS      |
| ACTUAL WEIGHT                        | POUNDS      |
| DATE AND HOUR OF LOADING             | DATE & TIME |
| DELIVERY (TENDER) ON OR BEFORE       | DATE        |

c. Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this item shall not apply. In such case, the charges for the

shipment shall be subject to all other applicable rules and provisions of this tariff.

d. Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a single vehicle, or the peculiar character of which otherwise prevents its transportation with other shipment on the same vehicle will be accepted at charges computes on the actual weight subject to a minimum weight based on 7 (seven) pounds per cubic foot of total vehicle space.

|    | weight based on 7 (seven) pounds per cu  | bic foot of total vehicle space.  |
|----|--|---|
|    | Bill of Lading and Freight Bill to be marke                                      | d or stamped;   |
|    | COMPLETE OCCUPANCY OF SINGLE SHIPMENT MOVING AT A WEIGHT OF ACTUAL WEIGHT POUNDS |   |
| e. | the exclusive use of a single vehicle by a                                       | r the particular service required, a shipper may obtain excepting charges for the full capacity of such vehicle, nt subject to a minimum weight based on 7 (seven) see. |
|    | Bill of Lading and Freight Bill to be marke                                      | d or stamped:   |
|    | EXCLUSIVE USE OF A SINGLE VEHICL SHIPMENT MOVING AT WEIGHT OF POUNDS             | POUNDS  |
| f. | by ordering a specific quantity of space   | per may reserve a portion of the capacity of a vehicle se, in units of 100 (one hundred) cubic feet. And on actual weight of shipment subject to minimum                |
|    | 200 cubic feet or fewer  More than 300 cubic feet                                | ,400 pounds<br>700 pounds per 100 cubic feet units ordered  |
|    | Bill of Lading or Freight Bill to be mark  | ed or stamped:  |
|    | SPACE RESERVATION  | CU. FT. ORDERED   |
| g. | Expedited Service, Exclusive Use of Vehic  | cle, or Space Reservation for a portion of a vehicle,   |

will be furnished by carrier only when shipper or his agent request such service in writing or signed Bill of Lading, indicating that such specific service was ordered.

Note: All shipments subject to weighing provisions as provided in Rule 4.

#### Rule 6 EXTRA PICK-UP OR DELIVERY

Subject to Rule 7 portions of a shipment may be picked-up at one or more places en route between origin and destination. Charges will be for the total weight or entire shipment for total distance from farthest point origin to ultimate destination. The total charges for picked-up or delivered portions shall not, in any case exceed the total charges as would apply if computed to each portion as a separate shipment. A charge for each extra pick-up or delivery will apply, (see Item 120 for application).

#### Rule 7 CONSOLIDATED SHIPMENTS

- a. Property of two or more families or establishments located at different addresses will not be accepted for transportation as a single shipment. Such property must be handled from each address as a separate shipment on a separate Bill of Lading.
- b. The name of only one shipper and one consignee shall appear on one Bill of Lading, but the Bill of Lading may also specify the name of a party to notify of the arrival of the shipment at destination.

#### Rule 8 LOADING AND UNLOADING

Except as otherwise provided herein, if shipment is delivered to or picked-up at a warehouse, the rates for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.

#### Rule 9 VALUATION CHARGES (SUBJECT TO RULE 3)

VALUATION CHARGES provided for in this item, WILL APPLY UNLESS SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE NOT TO EXCEED SIXTY (60) CENTS PER POUND PER ARTICLE.

- On shipments declared or deemed released to a value equal to or exceeding \$1.25 time the actual total weight (in pounds) of the shipment, the following valuation charges will apply:
  - a) ON ALL SHIPMENTS WITH A RELEASE VALUE For each \$100.00 or fraction thereof, of released value or declared value .90 per \$100.00.
  - b) ON ALL SHIPMENTS WITH REPLACEMENT COVERAGE Rates available from individual carrier as stated in Rule 3.
- ON SHIPMENTS OR PORTIONS THEREOF WHICH ALSO INVOLVE STORAGE-IN-TRANSIT, the following additional valuation charges will apply:
  - a) OR EACH STORAGE period of 30 (thirty) days or fraction thereof, the additional valuation rate of 15 (fifteen) percent of applicable STORAGE-IN-TRANSIT rate provided for the RULE 3 AND 17.

**NOTE**: If the shipper wished to avoid these additional charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed 60 (sixty) cents per pound for the actual weight for any lost or damaged article or articles in the shipment.

#### Rule 10 MARKING AND PACKING

- a. Articles of fragile or breakable nature must be properly packed.
- b. Packages containing fragile articles or articles consisting wholly or in part of glass when packed by the shipper or his agent, must be marked by plain and distinct letters, designating the fragile character or contents.
- c. When the articles of furniture, consisting wholly or in part of glass is covered or wrapped by the shipper or his agents, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- d. When articles are improperly packed, crated or boxed and by reason thereof the contents are more susceptible to damage carrier will arrange to have such articles properly packed at charges as shown in this tariff. If shipper refuses packing service, then the shipper will assume all liability if item or items become damaged.

#### Rule 11 COMPLETE ARTICLE (Defined)

Each shipping piece or package and contents thereof shall constitute an article. The total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute an article.

#### Rule 12 ARTICLES OF HIGH OR EXTRAORDINARY VALUE

Unless otherwise provided, the following property will not be accepted for Shipment: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, stamp collections, revenue stamps, redeemable trading stamps, letters or packets of letters, precious stones, or article or peculiarly inherent or extraordinary value; precious metals or articles manufactured there from. Should such articles come into the possession of the carrier with or without his knowledge, responsibility for safe delivery will not be assumed.

#### Rule 13 ARTICLES LIABLE TO CAUSE DAMAGE

- Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- b. The carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises.

# Rule 13a LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE (Made from Press board, particle board and engineered wood)

- a. Ready to assemble furniture is defined as meaning furniture manufactured from pressboard, particle board, engineered wood or similar materials which is shipped from the manufacturer in the knocked down "KD" or knocked down flat "KDF" condition to be assembled by the retail store, reseller or end user. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.
- b. When a shipper elects to ship an article as defined above, and not withstanding the language contained in the 'Notice' below, in no case shall the liability of the carrier exceed \$0.30 (thirty cents) per pound per article or \$50.00 (fifty dollars) per article, whichever is greater.

c. Prior to the movement of a shipment of household goods/office furniture, the carrier shall give the shipper a notice containing the language outlined below and receive back the original signed copy.

#### **NOTICE**

# LIMITATION OF LIABILITY ON PRESSBOARD, PARTICLE BOARD and/or ENGINEERED WOOD FURNITURE

Furniture manufactured from pressboard, particleboard and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

| Shi  | pper, owner or consignee   | Date  |
|------|--|---|
| Shi  | pper, owner or consignee must select option 1, 2 or 3.   |   |
|      | particleboard and/or engineered wood furniture fully a our move. I/we understand that any claim for damag particle board and/or engineered wood furniture mainherent vice, based upon the fact that fully assembled board and/or engineered wood furniture is inhered damage as outlined above.  | e to the pressboard,<br>ly be denied due to<br>l pressboard, particle |
|      | Option 3 - I/we am/are tendering furniture constru   | cted of pressboard,   |
|      | Option 2 – I/we have engaged the services of an company to disassemble all pressboard, particleboar wood furniture prior to the move. I/we assume a damage, which may occur to the pressboard, pressbo | d and/or engineered<br>all responsibility for<br>particleboard and/or |
|      | Option 1 – I/we choose to disassemble all pressboard, engineered wood furniture prior to the move. I/we assufor damage to the pressboard, particleboard and/ofurniture, which may occur during the disassembly of t  | ıme all responsibility<br>or engineered wood                          |
| uii- | epairable damage.  |   |

#### Rule 14 INSPECTION OF ARTICLES

When carrier or his agent believes it is necessary that the contents or packages be inspected, he shall make or cause such inspection to be made or require other sufficient evidence to determine the actual character of the property.

#### Rule 15 HANDLING OF HEAVY ARTICLES

Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 600 (six hundred) pounds or more except pianos. The extra handling, loading, or unloading in every instance must be provided by the shipper or if the carrier has additional personnel and equipment available, such extra services upon such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material must be furnished by the shipper. (Subject to Item 100)

#### Rule 16 STORAGE-IN-TRANSIT

- STORAGE-IN-TRANSIT of household goods is the holding of a shipment in the warehouse of carrier of carrier's agent for storage pending further transportation. This service will be performed only upon request of shipper and subject to the following provisions:
  - Carrier may require payment of accumulated transportation and accessorial charges when transit shipment is delivered to temporary storage warehouse.
- 2. Shipments moving under this rule may be stored in transit only once and for a period not to exceed 180 (one hundred eighty) days from date of delivery to warehouse. When instructions for further transportations are not given prior to the expiration of 180 (one hundred eighty) day period, the in-transit character of the shipment will cease and the warehouse shall be considered the final destination of the shipment. When shipment remains in storage after the expiration of the 180 (one hundred eighty) days all accumulated transportation or accessorial charges must be paid unless previously collected in accordance with paragraph (a).
- 3. If the STORAGE-IN-TRANSIT warehouse is located in neither original point of origin or final destination of shipment, transportation charges shall be assessed upon the basis of applicable rate published in tariff from initial point of pick-up to STORAGE-IN-TRANSIT warehouse, plus applicable rate in tariff from STORAGE-IN-TRANSIT warehouse to point of final destination.
- 4. Pick-up and delivery transportation rate on STORAGE-IN-TRANSIT shipments (subject to 1,000 pound minimum) via:

| WEIGHT GROUP      | PER CWT.<br>CHARGE | BREAKPOINT |
|-------------------|--------------------|------------|
| 0 - 2000 POUNDS*  | \$17.15            | 1668       |
| 2,001- 3,999      | \$14.30            | 3810       |
| 4,000 LBS OR MORE | \$13.60            |            |

\* When point of pick-up or delivery and warehouse are both located within same municipality or within a distance of 120 (one hundred-twenty) miles or less. Pick-up and delivery charges on shipments traveling 121 (one hundred -one) miles or more between points of origin or destination and warehouse, apply transportation rate stipulated in transportation rate schedule.

- 5. In addition to applicable transportation rate and accessorial charges the following storage charges shall be assessed on shipments handled under the provision of this rule: \$3.80 per 100 pounds for each 30 (thirty) days or fraction thereof, subject to a minimum charge based on 2,000 (two thousand) pounds per shipment.
- Shipper or owner upon proper notice in writing to carrier before shipment is removed from STORAGE-IN-TRANSIT warehouse and prior to expiration of 180 (one hundred eighty) days storage period provided herein may change final destination originally shown on BILL OF LADING.
- 7. When a shipment is stored in transit under the provisions of this rule the carrier shall promptly furnish the shipper:
  - An itemized list of all articles stored showing the conditions when received in the warehouse, such list to make a reference by number or otherwise to the BILL OF LADING covering the shipment.
  - b. An itemized list of all articles stored showing condition when removed from the warehouse, such list to make reference by number or otherwise to the BILL OF LADING covering said shipment.
  - The dates on which shipment was received at and removed from STORAGE-IN-TRANSIT warehouse.
  - d. The dates when all charges were paid.
- 8. A warehouse handling charge of **\$4.40** per 100 pounds, subject to a minimum charge based on 2,000 (two thousand) pounds per shipment, shall apply on all STORAGE-IN-TRANSIT shipments, such charges to be assessed only once except as noted in Rule 17.

#### Rule 17 ATTEMPTED DELIVERY

- Compensation to the carriers for attempted delivery to residence from STORAGE-IN-TRANSIT when failure to deliver is not the fault of carrier, will be as follows:
  - Mileage from warehouse to residence: If total mileage is 120(one hundred and twenty)
    miles or less, pick-up or delivery transportation rates on STORAGE-IN-TRANSIT
    shipments will apply.
  - b. If total mileage is greater than 120 (one hundred and twenty) miles, the transportation rate in the applicable line-haul rate table will apply.
  - c. Warehouse Handling: A second warehouse handling charge will apply if the shipment is again placed into STORAGE-IN-TRANSIT. **NOTE:** If the shipment remains on the vehicle until delivery, this additional warehouse handling charge will not apply.
  - Waiting Time: The provisions of Item 150 will apply if carrier is required to wait at residence.
  - e. STORAGE-IN-TRANSIT: If property is again placed into STORAGE-IN-TRANSIT, the same SIT control number will apply. Storage charges will continue at the additional monthly rate.
  - f. Whereas the items remain on the vehicle overnight, there will be flat charge of \$150.00 per night.

#### 2. Rule 18 SHIPMENTS ON TOUR

One or more articles making up a shipment intended for the use of display at various points or places when shipments require the exclusive use of a vehicle to transport such property, and which requires the carrier to allow for delay necessary for shipper to use or display the property before reloading and moving to next point or place scheduled for such use. If display, shall constitute a combination of charges between each stopping point at the rates as would ordinarily apply on a completed shipment between such points. If display, shall constitute a combination of charges between each stopping point, the rates that would ordinarily apply on a completed shipment between such points shall be used.

#### Rule 19 CLAIMS

- a. Any claim for loss, damage, or overcharge shall be in writing and shall be accompanied by original paid BILL OF TRANSPORTATION and original BILL OF LADING, if not previously surrendered to carrier. Carrier may require certified or sworn statement of claim.
- Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged damage in original package.
- c. All claims must be filed with the carrier within 30 (Thirty) days from date of delivery by said carrier. This means completed claims package must be returned to carrier or its claims agent within 30 days of the move date.

#### Rule 20 PAYMENTS

- a. The carrier will not deliver or relinquish possessions of any property transported by it until tariff rates and charges thereon have been paid in cash, money order, or certified check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee.
- b. Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part of in full or guarantee of the charges.
- Subject to the foregoing paragraphs, provision for payment of charges on STORAGE-IN-TRANSIT shipments is contained in Rule 16.
- d. The free credit period shall extend 7 (seven) days, excluding Saturdays, Sundays and legal holidays, in case of dispute as to the time of mailing, the postmark shall be accepted as showing such item.
- e. When carrier's bill has not been paid within the free credit period, credit shall automatically be extended to a total of 30 (thirty) calendar days, which shall include the free credit period, and shipper will be assessed a service charge by the carrier equal to one and a half percent of the amount of the carrier's bill, subject to a \$17.65 minimum charge to such extension of the credit.
- f. Carrier's bill will state separately, the total charges due during both the free credit period and the extended credit period.

#### Rule 21 DISPOSITION OF FRACTIONS

Unless otherwise provided, to dispose of fractions in computing a charge, rates will be rounded to the nearest dollar.

#### Rule 22 HOURLY RATES

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Fractions of an hour will be disposed of as follows: Where the time involved is less than 15 (fifteen) minutes the charge shall be for one quarter of an hour. When in excess of 15 (fifteen) minutes but not more than 30 (thirty) minutes charge for one-half hour. When in excess of 30 (thirty) minutes but not more than 45 (forty five) minutes charge for three-quarters of an hour. When in excess of 45 (forty five) minutes charge for one hour.

#### Rule 23 COMPUTING CHARGES

Unless otherwise provided herein where rates are stated in amounts per hundred pounds charges shall be computed by multiplying the total weight involved by the rate shown for a hundred pounds.

#### **Rule 24 ALTERNATE CHARGES**

The total transportation charge on any shipment shall not exceed the charge as would apply on the same shipment under the next greater unit of weight at rate applicable to such next greater unit of weight.

To illustrate: A shipment weighing (use lowest weight in next higher bracket):
1,500 pounds, distance 121 miles, rate \$47.25-----\$708.75
2,000 pounds, distance 121 miles, rate \$39.45-----\$789.00

#### Rule 25 MINIMUM CHARGE

Except as may be otherwise specifically provided for in this tariff or as amended, a shipment weighing less than 1,000 (one thousand) pounds shall be accepted only at a weight of 1,000 (one thousand) pounds and at the applicable rate shown for 1,000 (one thousand) pounds.

#### Rule 26 REISSUED ITEMS OR PAGES

Reference made herein to items or pages in this tariff include reference to reissue of such items or pages. Reference to other tariffs shall include reissues or amendments thereto.

### Rule 27 RE-WEIGHING AND NOTIFICATION OF CHARGE EXPENSE

The carrier, upon request of shipper may, prior to the delivery and when practical to do so, reweigh the shipment. The charge for re-weighing, if applicable, shall be \$75.00 the net re-weigh is at least 120 (one hundred twenty) pounds less than the initial net weight, the re-weigh shall be used for determining applicable rates and charges and the re-weigh charge will not apply.

#### Rule 28 SERVICING SPECIAL ARTICLES

1. The transportation rates in this tariff do not include servicing or de-servicing articles or appliances such as refrigerators, deep freeze, cabinets, radios, record players, washing machines, television sets, air conditioners, and the like, which if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and de-serviced as provided in (a) or (b) below.

- a. Upon request of shipper, owner or consignee of the goods, carrier will subject to (b) below, service such articles and appliances at origin for the additional charge of \$20.40 per first unit; service and/or de-service each additional unit at a charge of \$13.55; and will de-service such articles and appliances at destination for the additional charge of \$13.55 per unit. Such servicing and de-servicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect, remove, connect and install such articles and appliances.
- b. If carrier does not possess the qualified personnel to properly service and de-service articles or appliances, carrier will upon request of shipper, owner, or consignee and as agent for them, engage third persons to perform the servicing and de-servicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct, amount of their charges, nor the quality or quantity of service furnished.
- c. All charges of the third persons must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an advanced charge.

# Rule 29 IMPRACTICAL PICK-UP OR DELIVERY AND AUXILIARY SERVICES

- a. It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- b. When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- c. Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible of accomplishment, or transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided in Item 130, 135 and 150 and shall be in additional to all other transportation or accessorial charges.
- d. If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the warehouse of the carrier, or, at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment shall be considered as having been delivered.
- e. Transportation charges to cover the movement of shipment or part thereof from point which it was originally tendered to warehouse location shall be computed on basis of weight of shipment of that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same, to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

#### Rule 30 HOISTING OR LOWERING

Hoisting or lowering service will be performed only at points where carrier possesses necessary equipment and experienced personnel to perform such service. Otherwise, upon request of shipper, consignee, or owner will endeavor to arrange for qualified service, if available, at the expense of the shipper, consignee or owner of the goods. In such instances, the carrier will not be responsible for damage to shipment or property.

#### **Rule 31 RIGGING SERVICE**

When, because of the size of nature of the lading, it is necessary to utilize the services of a rigger, such service must be provided by the shipper, consignee or owner of the goods. If requested by shipper, consignee or owner, carrier will, as agent for them and at their expense, arrange for such rigging service, if available, but carrier assumes no responsibility for the activities or conduct of third persons, amount of their charges nor the quality or quantity of service furnished.

#### Rule 32 COMMODITY DESCRIPTION

The classification of property to which rates, rules and regulations apply to that class of property designated by the Interstate Commerce Commission in Ex Parte No. MC-19 as a commodity under the following description:

- "1. **HOUSEHOLD GOODS**. This group includes personal effects and property used or to be used in a dwelling and similar property if the transportation of such effects or property is:
  - a) Arranged and paid for by the householder including transportation of property from a factory, or store when the property is purchased by the householder with intent to use in his or her dwelling, or
  - b) Arranged and paid for by another party."

All property transported under the commodity description as set forth above shall be subject to the minimum weights, rates, and charges, as set forth in this tariff, or as amended.

#### RATES AND CHARGES FOR ACCESSORIAL SERVICES

| ITEM | RATES AND CHARGES FOR ACCESSORIAL SERVICES   |                      |  |
|------|--|----------------------|--|
| NO.  | SERVICE  | PER                  | RATES  |
| 100  | BULKY ARTICLES, LOADING AND UNLOADING CHARGES AND WEIGHT ADDITIVES: When a shipment includes bulky articles as named below, the following additional loading and unloading charge or weight additive will apply:   |                      |  |
|      | LOADING AND UNLOADING CHARGES include BOTH loading and unloading services and the handling and blocking of such articles and applies each time loading and unloading service is required including shipments requiring STORAGE-IN-TRANSIT (except for carriers convenience.) |                      |  |
|      | <b>AUTOMOBILES, TRUCKS OR VANS</b> , INCLUDE dune Buggies and all terrain and specialty motor vehicles, which for the purpose of this item shall be classified as an automobile  | EACH                 | \$124.95                                     |
| 1    | MOTORCYCLES of 250cc and over  | EACH                 | \$ 78.20                                     |
|      | BOATS, CANOES, SKIFFS, LIGHT ROWBOATS, KAYAKS, SAILBOATS AND BOAT TRAILERS (see weight additives below)  |                      |  |
|      | FARM EQUIPMENT/IMPLEMENTS IN EXCESS OF 100 CU. FT.   | EACH                 | \$195.30                                     |
|      | TRACTORS AND RIDING MOWERS of 24 horsepower and over   | EACH                 | \$ 93.70                                     |
|      | TRACTORS AND RIDING MOWERS of less than 25 horsepower  | EACH                 | \$ 62.50                                     |
|      | SNOWMOBILES OR RIDING GOLF-CARTS   | EACH                 | \$ 62.50                                     |
|      | TRAILERS, including utility and pop-up trailers (except farm trailers in excess of 100 cu. ft) and except boat trailers, travel clamper trailer/mini-mobile homes, (see weight additives below   | EACH                 | \$ 70.35                                     |
|      | <u>CAMPERS, UNMOUNTED ON TRUCKS</u> , designed for carriage on pick-up trucks (except travel camper trailers/mini-mobile homes (see weight additives below.  | EACH                 | \$179.65                                     |
|      | CAMPERS, MOUNTED ON PICK-UP TRUCKS, apply above charge for trucks (except travel camper trailer/mini-mobile homes) see weight additives below  |                      |  |
|      | PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS (transported set-<br>up, not dismantled) in excess of 100 cu. ft.  | EACH                 | \$117.15                                     |
|      | BATH OR HOT TUBS, SPAS, WHIRLPOOL BATHS, JACUZZIS (transported set-up, not dismantled) in excess of 100 cu. ft.  | EACH                 | \$117.15                                     |
|      | SATELLITE TELEVISION/RADIO RECEIVING DISCS/DISHES, INCLUDING MOUNTS, STANDS, AND ACCESSORIAL EQUIPMENT:  |                      |  |
|      | DISC/DISH OUTSIDE DIAMETER  4 feet or less Over 4 feet to 8 feet Over 8 feet to 12 feet Over 12 feet   | EACH<br>EACH<br>EACH | \$ 62.50<br>\$ 93.75<br>\$140.60<br>\$218.70 |
|      | GRANDFATHER CLOCKS under 5 feet tall (transported set-up not dismantled)   | EACH                 | \$ 31.25                                     |

| · · · · · · · · · · · · · · · · · · · |                               |      |          |
|---------------------------------------|-------------------------------|------|----------|
|                                       | WIDESCREEN TV – over 40" wide | EACH | \$ 40.00 |

#### **WEIGHT ADDITIVES**

When shipment includes travel camper trailers/mini-mobile homes (other than utility and pop-up trailers), airplanes, boat, light rowboat, kayak, canoe, glider (except hang glider), skiff, sailboat and/or boat trailer, the transportation charges will be based on the net scale weight of the shipment, plus a weight additive calculated in accordance with table below:

| AIRPLANES OR GLIDERS (EXCEPT HANG GLIDERS)  | 120 POUNDS PER LINEAR FOOT OF<br>TOTAL LENGTH OF THE FUSELAGE |
|---|---|
| CANOES, SKIFFS, LIGHT ROWBOATS AND<br>KAYAKS 14 FEET AND OVER IN LENGTH             | 30 POUNDS PER LINEAR FOOT OF TOTAL LENGTH.                    |
| BOAT TRAILERS ANY LENGTH  | 75 POUNDS PER LINEAR FOOT OF TOTAL LENGTH.                    |
| SAILBOATS 14 FT AND OVER IN LENGTH  | 125 POUNDS PER LINEAR FOOT OF TOTAL LENGTH.                   |
| TRAVEL CAMPER TRAILERS/MINI MOBILE HOMES<br>(OTHER THAN UTILITY AND POP-UP TRAILERS | 300 POUNDS PER LINEAR FOOT OF<br>TOTAL LENGTH                 |

- (a) This weight additive WILL NOT APPLY to boats, canoes, skiffs, light rowboats, kayaks or sailboats of less than 14 feet in length, nor on dinghies or sculls of any size.
- (b) When shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.
- (c) In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.
- (d) The length of boats, canoes, skiffs, light rowboats, kayaks or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. Manufacturers "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurements by carrier.
- (e) The length of boat trailers shall be the straight center line distance from a point equal to the rearmost part of the trailer to foremost part of the trailer tongue. Manufacturers "length overall" shall apply as the correct length for the purpose of this item in lieu of physical measurement by carrier.
- (f) The bulky article charge of the weight additive WILL APPLY for the following items, tendered either whole or in a disassembled or partially disassembled condition: automobiles, trucks, vans, dune buggies, all terrain and specialty motor vehicles, motorcycles, boats canoes, skiffs, sailboats, boat trailers, tractors, riding mowers, snowmobiles, riding golf carts, trailers campers, airplanes and gliders.
- (g) To determine the cubic feet of an article, measure the greatest height, width and depth.

Fractions of a foot will be disposed of as follows: 6 inches or more will be increased to a Foot. Less than 6 inches will be dropped.

Articles greatest measurements are 9 feet 2 inches by 3 feet 7 inches by 5 feet 9 inches. Multiply 9 feet times 4 feet, times 6 feet= 216 cubic feet. **EXAMPLE**:

This item WILL NOT APPLY when shipper orders Exclusive Use of Vehicle under Rule 5 or to Shipments on Tour under Rule 18. EXCEPTION:

#### RATES AND CHARGES FOR ACCESSORIAL SERVICES

| ITEM # | SERVICE  | PER            | RATES    |
|--------|--|----------------|----------|
| 105    | LADEN FREEZER Handling Charge for food occupied freezers of any size. (Charges are in addition to flight carry charges.)   | FLAT<br>CHARGE | \$ 51.75 |
| 110    | PACKING AND UNPACKING  | <del> </del>   |          |
| 110    | Rates include packing, the use of packing containers and materials from origin to destination and unpacking. Rates do not include unpacking when:  1) Shipper elects not to have unpacking performed and elects to retain the containers and specifically direct carrier or its agent no to perform unpacking. |                |          |
|        | <ol> <li>Shipper elects not to have unpacking performed at time of delivery and specifically so directs carrier its agent.</li> <li>Shipment is delivered to warehouse is for (except where delivery to warehouse is for STORAGE-IN-TRANSIT periods as provided in applicable</li> </ol>                       |                |          |
|        | rules.)  |                |          |
|        | BARRELS: Barrel, drum, or specially designed fiber container (for use in lieu of barrel or drum) not less than 5 cu. ft. capacity  | EACH           | \$ 36.75 |
|        | CARTONS:   |                |          |
|        | 1 ½ CU. FT. (NOT LESS THAN 200 LB TEST)  | EACH           | \$ 8.50  |
|        | 3 CU. FT. (NOT LESS THAN 200 LB TEST)  | EACH           | \$ 13.00 |
|        | 4 ½ CU. FT. (NOT LESS THAN 200 LB TEST)  | EACH           | \$ 16.00 |
|        | 6 CU FT. (NOT LESS THAN 200 LB TEST)   | EACH           | \$ 18.00 |
|        | 6 ½ CU. FT. (NOT LESS THAN 200 LB TEST)  NOTE: When cartons of more than 1 ½ cu. ft. capacity are used, and rate is not shown for the size carton used, charges shall be based on rate for the next lower size carton shown. Length, width and depth by cubical content must be shown on all cartons.          | EACH           | \$ 20.50 |
|        | WARDROBE CARTON (not less than 10 cu. ft.)   | EACH           | \$ 17.75 |
|        | CRIB MATTRESS  | EACH           | \$ 9.00  |
|        | SINGLE MATTRESS (not exceeding 39" X 75")  | EACH           | \$ 14.50 |
|        | DOUBLE MATTRESS (not exceeding 54" X 75")  | EACH           | \$ 16.50 |
|        | KING/QUEEN MATTRESS (not exceeding 54" X 75")  | EACH           | \$ 26.00 |
|        | KING SINGLE (39" X 80")  | EACH           | \$ 17.75 |
|        | CORRUGATED MIRROR CARTONS:( Specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles)   | EACH           | \$ 28.00 |
|        | CORRUGATED GRANDFATHER CLOCK CARTON  | EACH           | \$ 31.75 |
|        | CORRUGATED CARTONS: (Double or Tri-Wall thick cartons)   |                |          |
|        | 4.0 cu. ft. or less  | EACH           | \$ 24.00 |
|        | OVER 4.0 cu. ft. but less than 7 cu. ft.   | EACH           | \$ 31.75 |
|        | OVER 7.0 cu. ft. but less than 14 cu. ft.  | EACH           | \$ 38.00 |
|        | <b>CRATES:</b> (Other than corrugated, specially constructed for mirrors, paintings, glass or marble tops and similar fragile articles.  |                |          |
|        | GROSS MEASUREMENT OF CRATE /CONTAINER  | EACH           | \$ 9.75  |
|        | MINIMUM CHARGE PER CRATE   | EACH           | \$ 55.00 |
|        | NEWSPRINT (25 LB)  | EACH           | \$ 35.00 |

| 120  | EXTRA PICK-UP OR DELIVERY: Each stop necessary for                                 |                        |                 |
|--|--|------------------------|-----------------|
|  | making additional pick-ups or deliveries after first stop at                       |                        |                 |
| point of origin and/or point of destination. |  |                        | ł               |
|  | NOTE: This charge shall apply to stops made en-route                               |                        |                 |
| between origin and destination               |  | EACH                   | \$ 55.00        |
| 130  | LABOR CHARGES: Covers all accessorial services for                                 |                        |                 |
|  | which no charges are otherwise provided in the tariff when                         |                        |                 |
|  | such services are requested by shipper, per man, during                            |                        |                 |
|  | normal hours.  | EACH                   | \$ 22.45        |
| 135  | OVERTIME LABOR CHARGES: Accessorial services for                                   |                        |                 |
| 100  | which no charges are otherwise provided in the tariff when                         |                        |                 |
|  | such services are requested by the shipper and during the                          |                        |                 |
|  | hours and on the days as listed below, per man:                                    |                        |                 |
|  | (a) Between 5 p.m. and 8 a.m. except Saturday,                                     |                        |                 |
|  | Sunday   |                        |                 |
|  | Holidays   |                        |                 |
|  | (b) During any hour Saturday and Sunday.   |                        |                 |
|  | (c) During any hour on the following holidays.                                     |                        |                 |
|  | New Years Day  |                        |                 |
|  | 4 <sup>th</sup> of July  |                        |                 |
|  | Labor Day  |                        |                 |
|  | Thanksgiving   |                        |                 |
|  | Christmas  | MAN HOUR               | \$ 34.00        |
| 140  |  |                        | <b>V</b> 0 1100 |
| 140  |  |                        |                 |
|  | HANDLING CHARGE FOR: Pipe organs and all types of                                  | FLAT                   |                 |
|  | pianos (except Spinets) or Game or Pool Tables:                                    | CHARGE                 | \$ 75.00        |
|  | Exceeding 400 pounds and 38" high (Charge in addition to the flight charge carry)  | OHAROL                 |                 |
|  |  | FLAT                   |                 |
|  | HANDLING CHARGE FOR: Grand Piano (Charge in addition to the flight charge carry)   | CHARGE                 | \$75.00         |
|  |  | OHAROL                 |                 |
|  | HANDLING CHARGE FOR: All other types of Organ                                      | FLAT                   | \$ 45.00        |
|  | and Spinet Pianos less than 38" high.  | CHARGE                 | \$ 45.00        |
|  | (Charge in addition to the flight charge carry)                                    | 1 <sup>ST</sup> FLIGHT | \$ 31.55        |
|  | INSIDE A BUILDING FLIGHT CHARGE  |                        | \$ 14.40        |
|  | EACH ADDITIONAL FLIGHT   | PER FLIGHT             | \$ 14.40        |
|  | OUTSIDE A BUILDING FLIGHT CHARGE  1 <sup>ST</sup> Flight (8 but not over 20 steps) | 1 <sup>ST</sup> FLIGHT | \$ 28.50        |
|  | EACH ADDITIONAL STEP OVER 20 STEPS   | PER STEP               | \$ 0.80         |
|  | NOTE: (a) Inside a building, the steps from one floor or                           |                        |                 |
|  | story to the next floor or story will be considered                                |                        |                 |
|  | one flight. If an elevator is employed it will be                                  |                        |                 |
|  | considered one flight.   |                        |                 |
|  | (b) Outside a building, the first flight shall consist of                          |                        |                 |
|  | 8 but not more than 20 steps. Steps less than 8                                    |                        |                 |
|  | will not be considered a flight. (Flight carry                                     |                        |                 |
|  | charge applies each time a service is rendered;                                    |                        |                 |
|  | handling charge applies once per shipment for                                      |                        |                 |
|  | each piano or organ.   |                        |                 |
| Į  |  | I                      | l               |

| 150  | WAITING TIME: Loading and unloading will be done   |              |          |
|------|--|--------------|----------|
|      | between the hours of 8 a.m. and 5 p.m. unless otherwise  |              |          |
|      | provided by agreement.   |              |          |
|      | NOTE A: Waiting time charges in this item apply to   |              | İ        |
|      | carrier's vehicle ONLY. Waiting time for personnel will be   |              |          |
|      | subject to the hourly charge contained in Item 130 or 135  |              |          |
|      | for delay not the fault of the carrier, as follows.  |              | ļ        |
|      | (a) Where shipment is moving within the State of   |              |          |
|      | South Carolina the carrier will not charge for waiting time  |              |          |
|      | until one hour has passed. (1 hour free time)  |              |          |
|      | (b) Shipment on Tour, defined in Rule 18, charge will  |              |          |
|      | be for waiting time only as it exceeds 24 hours  |              |          |
|      | after unloading.   |              |          |
|      | NOTE B: This charge is not applicable on Sundays,  |              |          |
|      | EXCEPT when pick-up or delivery on Sunday is requested   |              |          |
|      | by shipper. This charge is not applicable on national or   |              |          |
|      | state holidays, EXCEPT when pick-up or delivery on a   |              |          |
|      | holiday is requested by shipper, or when the waiting time  |              |          |
|      | period applies the day before and the day after such   | VEHICLE HOUR | \$ 47.55 |
| ···· | holiday  | VEHICLE HOUR | \$ 47.55 |
| 155  | AUXILIARY SERVICE, necessary for pick-up or delivery   |              |          |
|      | EXCEPT as provided in ITEM 150 (applied only in connection with RULE 30 for all auxiliary pick-up or |              |          |
|      | delivery services by the shipper.  |              |          |
|      | PER ADDITIONAL VEHICLE   |              |          |
|      | LABOR CHARGES: For rates to apply see Item   |              |          |
|      | 130 and Item 135   | VEHICLE HOUR | \$ 47.55 |
| 160  | OVERTIME LOADING AND UNLOADING (SEE NOTE 1)  | CWT          | \$ 2.70  |
|      | An additional charge for each overtime loading and for   |              |          |
|      | each overtime unloading will be:   |              |          |
|      | NOTE 1: Charge will be based on actual weight subject to   |              |          |
|      | a 1,000 (one thousand) pound minimum   |              |          |
|      | a 1,000 (one thousand) pound minimum.  |              |          |
|      | NOTE 2: Other than regular hours or days are as follows:   |              |          |
|      | Between 5 p.m. and 8 a.m., EXCEPT Saturday, Sunday   |              |          |
|      | and holidays.  |              |          |
|      | During any hour on Saturday.   |              |          |
|      | During any hour on Sunday.   |              |          |
|      | During any hour on the following holidays:   |              |          |
|      | New Year's Day   |              | '        |
|      | 4 <sup>th</sup> of July  |              |          |
|      | Labor Day<br>Thanksgiving  |              |          |
|      | Christmas  |              |          |
|      |  |              |          |
|      | NOTE 3: BILL OF LADING AND FREIGHT BILL to be  |              |          |
|      | marked or stamped as follows:  |              |          |
| 1    | Loading requested or required after regular  |              |          |
|      | hours or days—Unloading requested or required  |              |          |
|      | after regular hours or days.   |              |          |
|      |  |              |          |
|      | ·  | 1            |          |

| 170 | ELEVATOR OR STAIR CARRY CHARGE: Involved in Pick-up or Delivery ELEVATORS: (except for single family dwellings) Where Pick-up or Delivery involved use of adequate elevator service up or down one or more flights, a charge will be assessed, ONE OR MORE FLIGHTS AT ORIGIN ONE OR MORE FLIGHTS AT DESTINATION   | CWT<br>CWT | \$ 1.90<br>\$ 1.90 |
|-----|---|------------|--------------------|
|     | STAIRS: (Inside a Building, except for single family dwellings) Where Pick-up or Delivery involved carriage up or down one or more flights of stairs, a charge will assessed,   |            |                    |
|     | PER FLIGHT AT ORIGIN PER FLIGHT AT DESTINATION  | CWT<br>CWT | \$ 1.25<br>\$ 1.25 |
|     | STAIRS: (Outside a building, includes single family dwellings) Where Pick-up or Delivery involved carriage up or down one own one or more flights of stairs attached to a building, a Charge will be assessed.  |            |                    |
|     | PER FLIGHT AT ORIGIN PER FLIGHT AT DESTINATION  | CWT<br>CWT | \$ 1.25<br>\$ 1.25 |
|     | NOTES:  1. One inside flight shall mean from one complete floor above a floor.  Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.  |            |                    |
| 180 | LONG CARRY Excessive Distances where pick-up or delivery involves one or more extra carry, a charge will be assessed.   |            | <b>\$ 1.25</b>     |
|     | PER EACH EXTRA CARRY AT ORIGIN PER EACH EXTRA CARRY AT DESTINATION  | CWT<br>CWT | \$ 1.25            |
|     | NOTES: An extra carry means each carriage of 50 feet or fraction thereof after the first 75 feet (not including) elevator or stair distance for which charges herein apply. Between vehicle and:  (a) The entrance door of a detached single family dwelling, or  (b) The applicable individual apartment or office entrance door within multiple occupancy building. |            |                    |
|     | (c) The excessive distance carry charge will be based on the actual weight of the shipment.   |            |                    |

| 170 | ELEVATOR OR STAIR CARRY CHARGE: Involved in Pick-up or Delivery ELEVATORS: (except for single family dwellings) Where Pick-up or Delivery involved use of adequate elevator service up or down one or more flights, a charge will be assessed, ONE OR MORE FLIGHTS AT ORIGIN ONE OR MORE FLIGHTS AT DESTINATION  | CWT<br>CWT | \$ 1.90<br>\$ 1.90 |
|-----|--|------------|--------------------|
|     | STAIRS: (Inside a Building, except for single family dwellings) Where Pick-up or Delivery involved carriage up or down one or more flights of stairs, a charge will assessed,  |            |                    |
| E   | PER FLIGHT AT ORIGIN PER FLIGHT AT DESTINATION   | CWT<br>CWT | \$ 1.25<br>\$ 1.25 |
|     | STAIRS: (Outside a building, includes single family dwellings) Where Pick-up or Delivery involved carriage up or down one own one or more flights of stairs attached to a building, a Charge will be assessed.   |            |                    |
|     | PER FLIGHT AT ORIGIN PER FLIGHT AT DESTINATION   | CWT<br>CWT | \$ 1.25<br>\$ 1.25 |
|     | NOTES:  2. One inside flight shall mean from one complete floor above a floor.  Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.   |            |                    |
| 180 | Excessive Distances where pick-up or delivery involves one or more extra carry, a charge will be assessed.   |            |                    |
|     | PER EACH EXTRA CARRY AT ORIGIN PER EACH EXTRA CARRY AT DESTINATION   | CWT<br>CWT | \$ 1.25<br>\$ 1.25 |
|     | NOTES: An extra carry means each carriage of 50 feet or fraction thereof after the first 75 feet (not including) elevator or stair distance for which charges herein apply. Between vehicle and:  (d) The entrance door of a detached single family dwelling, or  (e) The applicable individual apartment or office entrance door within multiple occupancy building.  (f) The excessive distance carry charge will be based on the actual weight of the shipment. |            |                    |

#### **ITEM 300**

# RATES PER HOUR (On services with mileage from 0-120) HOUSEHOLD GOODS

| CATEGORY   | RATE PER HOUR | OVERTIME RATE PER HOUR |
|--|---------------|------------------------|
| VAN (to include any size vehicle between 14'26') | \$35.00       | \$30.00                |
| DRIVER   | \$35.00       | \$52.50                |
| HELPER (and each additional man)                 | \$20.00       | \$30.00                |
| SUPERVISOR                                       | \$45.00       | \$67.50                |
| FORK LIFT  | \$45.00       | \$45.00                |

- NOTE A ONE HOUR TRAVEL TIME WILL APPLY, EXCEPT AS PROVIDED IN NOTE (D).
- NOTE B A TWO HOUR MINIMUM CHARGE PLUS TRAVEL TIME WILL APPLY EXCEPT AS PROVIDED IN NOTE (C).
- NOTE C A THREE HOUR MINIMUM CHARGE PLUS TRAVEL TIME WILL APPLY FROM MAY 15 THROUGH SEPTEMBER 15.
- NOTE D TWO HOUR TRAVEL TIME SHALL BE CHARGED ON SHIPMENTS IN THE HILTON HEAD ISLAND, KIAWAH ISLAND, SEABROOK ISLAND, AND MONCKS CORNER AREAS, AND ANY SHIPMENT TRAVELING BETWEEN 50-120 MILES FROM ORIGIN.
- NOTE E- ON ALL SHIPMENTS TRAVELING BEYOND 120 MILES, THERE WILL BE A 3000 LB MINIMUM
- NOTE F- THESE HOURLY RATES APPLY FROM APRIL 15<sup>TH</sup>- DECEMBER 15<sup>TH</sup>. PLEASE SEE CHART BELOW FOR RATES FROM DECEMBER 16<sup>TH</sup>- APRIL 14<sup>TH</sup>.

The provisions of the following items or rules shall not apply when using hourly rates described in Item 200: 4,5,6,7,18,23,24,25,27,32,100,120,1130,135,140,150,155,160,170,180.

### **SHORTCUTS:**

**VAN & 2 = \$89.00** 

**VAN & 3 = \$ 109.00** 

**VAN & 4 = \$ 129.00** 

#### **ITEM 300**

# RATES PER HOUR (On services with mileage from 0-120) HOUSEHOLD GOODS

| CATEGORY  | RATE PER HOUR | OVERTIME RATE PER HOUR |
|---|---------------|------------------------|
| VAN (to include any size vehicle between 14'-26') | \$24.00       | \$36.00                |
| DRIVER  | \$35.00       | \$52.50                |
| HELPER (and each additional man)                  | \$20.00       | \$30.00                |
| SUPERVISOR  | \$45.00       | \$67.50                |
| FORK LIFT   | \$45.00       | \$45.00                |

### **SHORTCUTS:**

**VAN & 2 = \$ 79.00** 

**VAN & 3 = \$ 99.00** 

**VAN & 4 = \$119.00** 

#### TRANSPORTATION RATE SCHEDULE

Rates are in dollars and cents per 100 (one hundred) pounds applied to actual weight (subject to minimum weight as provided in applicable rules), on shipments when released to a value not exceeding 60 (sixty) cents per pound per article. This includes loading and unloading as well as, the actual transportation of property from origin to destination, but does not include ADDITIONAL CHARGES.

ON ALL SHIPMENTS TAVELING BEYOND 120 MILES, THERE WILL BE A 3000 LB MINIMUM

Whereby use of the next higher group would result in lower charges, the lowest charges would apply.

#### FOR ANY SHIPMENTS GOING 0 - 120 MILES REFER TO ITEM 300

| MILES   | 1,000 lbs<br>to<br>1,999 lbs<br>Incl. | BREAK<br>POINT | 2,000 lbs<br>to<br>3,999 lbs<br>Incl. | BREAK<br>POINT | 4,000 lbs<br>to<br>7,999 lbs<br>Incl. | BREAK<br>POINT | 8,000 lbs<br>to 11,999<br>lbs Incl. | BREAK<br>POINT | 12,000 lbs<br>and Over |
|---------|---------------------------------------|----------------|---------------------------------------|----------------|---------------------------------------|----------------|-------------------------------------|----------------|------------------------|
| 121-130 | \$47.25                               | 1671           | \$39.45                               | 3186           | \$31.45                               | 6727           | \$26.40                             | 10199          | \$20.05                |
| 131-140 | \$48.35                               | 1686           | \$40.75                               | 3115           | \$31.75                               | 6817           | \$27.05                             | 10200          | \$20.50                |
| 141-150 | \$49.65                               | 1662           | \$41.25                               | 3150           | \$32.50                               | 6783           | \$27.55                             | 10199          | \$20.90                |

| 151-160 | \$51.35 | 1666 | \$42.80 | 3111 | \$33.30 | 6813 | \$28.35 | 10202 | \$21.50 |
|---------|---------|------|---------|------|---------|------|---------|-------|---------|
| 161-170 | \$51.90 | 1672 | \$43.40 | 3073 | \$33.35 | 6933 | \$28.90 | 10200 | \$21.95 |
| 171-180 | \$53.30 | 1645 | \$43.85 | 3177 | \$34.80 | 6837 | \$29.75 | 10198 | \$22.60 |
| 181-190 | \$54.95 | 1631 | \$44.80 | 3190 | \$35.75 | 6784 | \$30.30 | 10200 | \$23.00 |
| 191-200 | \$56.50 | 1604 | \$45.30 | 3193 | \$36.20 | 6840 | \$30.95 | 10201 | \$23.50 |
| 201-220 | \$58.40 | 1600 | \$46.75 | 3186 | \$37.25 | 6819 | \$31.75 | 10200 | \$24.10 |
| 221-240 | \$59.90 | 1604 | \$48.05 | 3172 | \$38.10 | 6898 | \$32.85 | 10200 | \$24.95 |
| 241-260 | \$60.40 | 1642 | \$49.60 | 3128 | \$38.80 | 6917 | \$33.50 | 10200 | \$25.45 |
| 261-280 | \$61.35 | 1686 | \$51.80 | 3064 | \$39.65 | 7016 | \$34.75 | 10198 | \$26.40 |
| 281-300 | \$62.85 | 1650 | \$51.85 | 3143 | \$40.75 | 6958 | \$35.45 | 10198 | \$26.90 |
| 301-320 | \$64.10 | 1659 | \$53.15 | 3168 | \$42.10 | 7038 | \$37.05 | 10201 | \$28.10 |
| 321-340 | \$65.20 | 1674 | \$54.60 | 3140 | \$42.85 | 7009 | \$37.55 | 10199 | \$28.50 |
| 341-360 | \$67.30 | 1655 | \$55.70 | 3166 | \$44.10 | 7036 | \$38.80 | 10201 | \$29.45 |
| 361-380 | \$68.80 | 1661 | \$57.10 | 3157 | \$45.10 | 7036 | \$39.65 | 10199 | \$30.10 |

#### **ITEM 190**

#### **FUEL COST PRICE ADJUSTMENT (SURCHARGE)**

The fuel surcharge to be charged on shipments 30 miles or less will be a flat \$30.00 per truck per day.

The following percentage Fuel-Related Cost Price Adjustment (Surcharge) will apply on line-haul transportation charges on shipments that are 121 miles or more and transportation charges on shipments picked up and delivered into storage-in-transit, as described below:

- On the first Monday of each calendar month, the South Carolina average price per gallon of diesel fuel will be determined.
- 2. If the first Monday of the month is a federal holiday, the price will be determined based on the price available on the next subsequent business day (Tuesday).
- 3. The fuel price obtained will then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the Fuel Cost Price Adjustment that will become applicable on the fifteenth (15<sup>th</sup>) day of the month. The adjustment determined will apply for shipments loaded beginning on the 15<sup>th</sup> of the month and remain in effect through the 14<sup>th</sup> day of the subsequent following month starting from the effective date of this item.

For example, if the reported price of self-service diesel fuel determined on Monday, June 5, 2000 is \$1.259 per gallon, a two (2.0%) percent Fuel Cost Price Adjustment will apply for shipments loaded as of June 15, 2000 through July 14, 2000. Then, if the reported price of diesel fuel on Monday, July 3, 2000 increases to \$1.379 per gallon, a three (3%) percent Fuel

Cost Price Adjustment will apply for shipments loaded as of July 15, 2000 through August 14, 2000.

4. To determine the Fuel Cost Adjustment amount to apply, multiply the applicable line-haul transportation charges as determined in accordance with Item 300 or applicable transportation rate schedule, and the applicable pickup and delivery transportation charges on the Storage-In-Transit shipments as determined in accordance with Rule 16-4 of this tariff, by the percentage Fuel Cost Adjustment Factor. The resulting charge is in addition to all other applicable transportation charges.

**For example**, if the applicable line-haul transportation charge is \$1,080.00 a two (2.0%) percent Fuel Cost Adjustment Factor would be \$21.60.

| When the DOE Fuel Price per Gallon reported on the first Monday of the month is: | The Fuel Cost Adjustment Factor that becomes effective on the 15 <sup>th</sup> day of the same month is: |
|--|--|
| Less than \$1.40   | 0%   |
| From \$1.40 to \$1.549   | 1.0%   |
| From \$1.55 to \$1.699   | 2.0%   |
| From \$1.70 to \$1.849   | 3.0%   |
| From \$1.85 to \$1.999   | 4.0%   |
| From \$2.00 to \$2.149   | 5.0%   |
| From \$2.15 to \$2.299   | 6.0%   |
| From \$2.30 to \$2.449   | 7.0%   |
| From \$2.45 to \$2.599   | 8.0%   |
| From \$2.60 to \$2.749   | 9.0%   |
| From \$2.75 to \$2.899   | 10.0%  |
| From \$2.90 to \$3.049   | 11.0%  |

- Note 1: If the DOE fuel price per gallon <u>exceeds</u> \$4.999, the twenty-four (24.0%) percent fuel surcharge herein, will be <u>increased</u> by an additional one (1.0%) percent for every fifteen (\$0.15) cents (or fraction thereof), per gallon increase in the price <u>above</u> \$4.999 per gallon.
- Note 2: Notwithstanding any other provisions of the tariff, the Fuel Cost Adjustment Factor WILL APPLY to transportation charges applicable on storage-in-transit shipments when such shipments are delivered to or removed from the storage-in-transit location during the period that the Fuel Cost Adjustment Factor is in effect.
- Note 3: The Fuel Cost Adjustment Factor WILL BE SHOWN SEPARATELY from the line-haul revenue on carrier transportation documents for the purpose of identifying the amount as special fuel-related revenue.
- Note 4: Fractions obtained in the calculation of the Fuel Cost Adjustment Factor will be disposed of as provided in Rule 21 of this tariff.

# ALL MY SONS MOVING & STORAGE OF CHARLESTON, INC.

| RULE /<br>ITEM #                   | DESCRIPTION            | CURRENT RATE    |
|------------------------------------|------------------------|-----------------|
| Accessorial<br>Service<br>(AS) 110 | Tape (Roli)            | \$4.00 / Each   |
| AS 110                             | Bubblewrap             | \$20.00 / Item  |
| AS 110                             | Paper Pads             | \$3.50 / Each   |
| AS 110                             | TV Box                 | \$150.00 / Each |
| AS 110                             | TV Box Rental          | \$40.00         |
| AS 190                             | DOE FUEL PRICE:        |                 |
|                                    | Less than \$1.40       | 0%              |
|                                    | From \$1.40 to \$1.549 | 1.0%            |
|                                    | From \$1.55 to \$1.699 | 2.0%            |
|                                    | From \$1.70 to \$1.849 | 3.0%            |
| į                                  | From \$1.85 to \$1.999 | 4.0%            |
|                                    | From \$2.00 to \$2.149 | 5.0%            |
|                                    | From \$2.15 to \$2.299 | 6,0%            |
|                                    | From \$2.30 to \$2.449 | 7.0%            |
| ,                                  | From \$2.45 to \$2.599 | 8.0%            |
|                                    | From \$2.60 to \$2.749 | 9.0%            |
|                                    | From \$2.75 to \$2.899 | 10.0%           |
|                                    | From \$2.90 to \$3.049 | 11.0%           |
|                                    | Less than \$3.50       | 7.0%            |
|                                    | From \$3.50 to \$3.999 | 9.0%            |
|                                    | From \$4.00 to \$4.499 | 11.0%           |
|                                    | From \$4.50 to \$4.999 | 13.0%           |
|                                    |                        |                 |

|  | Note 1: If the DOE fuel price per gallon exceeds \$4.999, the twenty-four (24.0%) percent fuel surcharge herein, will be increased by an additional one (1.0%) percent for every fifteen (\$0.15) cents (or fraction thereof), per gallon increase in the price above \$4.999 per gallon. | 24% + 1.0% increase<br>for every \$0.15 per<br>gallon increase above<br>\$4.999 per gallon |     |
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### ALL MY SONS MOVING & STORAGE d/b/a QUICK N EASY MOVING

#### PROPOSED AMENDMENTS TO TARIFF RULES

### ITEM # DESCRIPTION / PROPOSED ADDITION

Rule 13b (New Proposed Rule 13b)

# LIMITATION OF LIABILITY (Additional Terms)

- a. All My Sons Moving & Storage of Charleston, Inc. ("All My Sons") does not assume liability for goods after they are delivered into public storage spaces. In the event we are only loading a rental truck or any other container/vehicle for the shipper, our liability will end when your goods are placed onto/into that container/vehicle. In the event we are unloading a container/vehicle for the shipper, which we did not load/transport, our liability does not include any damage resulting from improper loading of the container/vehicle or shifting of the contents during transport.
- b. All My Sons does not assume any liability for electrical, cable, phone, or any other wires or cables that hang below 14 feet, or any cracks or other damage that might occur to driveways, sidewalks, curbs, lawns, or any other damage while attempting to pick-up or deliver.
- c. All My Sons does not assume any liability for cartons packed by the shipper or any uncrated mirrors, marble, mattress/boxsprings, pictures or other framed items, glass tops, lamps, lamp shades, etc. All fragile items should be packed properly prior to the move date. We will not disconnect or reconnect any appliances, computer equipment, or electronics, or be responsible for damage to these items that have not been properly and completely disconnected prior to being moved. We are also not liable for the mechanical or electrical condition of any appliance, stereo equipment, TV, piano, computer, etc.
- d. All My Sons does not assume liability for items lest behind at origin. It is the shipper's responsibility to do a final walk through to determine that all possessions have been removed from origin.
- e. All My Sons does not assume liability for any damages that may occur due to weather conditions.
- f. Despite the limitations of Rule 13b, subsections a through e, All My Sons will perform these services with the same standards of care and professionalism that it applies to all tasks.
- g. All My Sons does not assume any liability for any jewelry, money, handguns, or firearms.
- h. Prior to the movement of a shipment of household goods/office furniture, the carrier shall give the shipper a notice contained the language outlined below and receive back the original signed copy.

#### NOTICE OF ADDITIONAL TERMS

 If All My Sons Moving & Storage of Charleston, Inc. ("All My Sons") does not assume liability for goods after they are delivered into public storage spaces. In the event we are only loading a rental

|    | truck or any other container/vehicle for the shipper, our liability will end when your goods are placed onto/into that container/vehicle. In the event we are unloading a container/vehicle for the shipper, which we did not load/transport, our liability does not include any damage resulting from improper loading of the container/vehicle or shifting of the contents during transport Initial  |
|----|--|
| 2. | All My Sons does not assume any liability for electrical, cable, phone, or any other wires or cables that hang below 14 feet, or any cracks or other damage that might occur to driveways, sidewalks, curbs, lawns, or any other damage while attempting to pick-up or deliver Initial   |
| 3. | All My Sons does not assume any liability for any jewelry, money or handguns, etc. <u>Please have these items removed prior to the move date.</u> We are not bonded to transport jewelry or money. It is against the law for our trucks to transport handguns. You must transport these items yourself Initial   |
| 4. | All My Sons does not assume any liability for cartons packed by the shipper or any uncrated mirrors, marble, mattress/boxsprings, pictures or other framed items, glass tops, lamps, lamp shades, etc. All fragile items should be packed properly prior to the move date. We will not disconnect or reconnect any appliances, computer equipment, or electronics, or be responsible for damage to these items that have not been properly and completely disconnected prior to being moved. We are also not liable for the mechanical or electrical condition of any appliance, stereo equipment, TV, piano, computer, etcInitial |
| 5. | All My Sons does not assume liability for Items left behind at origin. It is the shipper's responsibility to do a final walk through to determine that all possessions have been removed from origin Initial   |
| 5. | All My Sons does not assume liability for any damages that may occur due to weather conditions Initial   |

Despite the limitations noted above, All My Sons will perform these duties and responsibilities (with the exception of Item No. 3) with the same standards of care and professionalism that it applies to all tasks.

7. Overnight Storage: An overnight storage fee of \$150.00 per 24 hour period will be applied when a shipment remains on the carrier's vehicle/truck and for delivery the following day. Transit time will begin when men leave warehouse at regular transit rates.